

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



**HOLIDAY PROVISIONS**

**FOR**

**TREE TRIMMER**  
**(HIGH VOLTAGE LINE CLEARANCE)**

**IN**

**EL DORADO, NEVADA, PLACER, PLUMAS, SAN FRANCISCO, SAN  
MATEO, SANTA CLARA, AND SIERRA COUNTIES**

**NOT PAID HOLIDAYS FOR:**

**ALPINE, FRESNO, KERN, KINGS, MADERA, MARIPOSA, MERCED,  
SACRAMENTO, STANISLAUS, TULARE, TUOLUMNE, AND YOLO  
COUNTIES**

**AGREEMENT**  
**BETWEEN**  
**ASPLUNDH TREE EXPERT COMPANY**  
  
**AND**  
  
**LOCAL UNION 1245**  
  
**OF THE**  
  
**INTERNATIONAL BROTHERHOOD**  
  
**OF ELECTRICAL WORKERS, AFL-CIO**

**R E C E I V E D**  
Department of Industrial Relations

**JAN 25 2001**

Div. of Labor Statistics & Research  
Chief's Office

**TERM: January 1, 1999 - December 31, 2001**

- (5) An employee who has been demoted or displaced under this Section shall have accelerated rights back to that classification from which he was demoted and/or to that assembly point from which he was displaced.
  - (6) An employee laid off under the provisions of this Section shall within six (6) months of layoff have preferential rehire rights by Company seniority to a job with the Company before new employees are hired to fill job vacancies. It shall be the responsibility of the laid off employee to keep the Company informed of his correct address and a telephone number through which he can normally be reached. (Amended 1/1/88)
  - (b) A supervisory employee who was not at the time of demotion a member of the collective bargaining unit shall have the right to demote or displace into the bargaining unit as per the provisions of this Article.
- 10.2 The Company shall give as much notice as possible of any layoff.
- 10.3 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an Apprentice classification can effect a displacement in such classification, the former shall not take such Apprentice classification but shall be given the rate of the classification next higher thereto.
- 10.4 Lump sum bid crews will be selected from volunteers by the Company regardless of seniority status. (Added 1/1/90)

## **ARTICLE XI**

### **HOLIDAYS (Golden Gate/Sierra Only)**

- 11.1 Employees with six (6) months seniority who have met the working attendance requirement (see below), shall be entitled to have the following holidays off with pay when they fall on a workday:

New Year's Day (January 1)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Thanksgiving Day (4th Thursday in November)  
The Friday after Thanksgiving  
Christmas (December 25)

The working attendance requirement is defined as an employee who works every day he/she is scheduled to work during the week each holiday falls including the workday before and the workday after each holiday. (Amended 1/1/88)

An employee may be excused from the working requirement if he contacts his Supervisor at least two (2) hours before his scheduled workday and has a verified doctor's excuse when he returns to work.

- 11.2 When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday.
- 11.3 When any of the holidays falls on a Saturday, another agreed-to day will be observed as the holiday. (Amended 1/1/88)
- 11.4 Notwithstanding Section 11.1, employees may be required to work on the above designated holidays which fall on their workdays. In which event any such employee shall be compensated at one and one-half times (1-1/2Xs) his regular rate of pay for all time worked on such days.

**ARTICLE XII  
VACATIONS/PTO  
(San Joaquin/Stockton Only)**

- 12.1 Employees with one (1) year of continuous service shall be entitled to five (5) days vacation with pay.  
  
Employees with three (3) years of continuous service shall be entitled to ten (10) days vacation with pay.  
  
Employees with ten (10) years of continuous service shall be entitled to fifteen (15) days vacation with pay. (Amended 4/95)
- 12.2 If a holiday occurs on a workday during an employee's vacation, such employee shall be entitled to an additional day of vacation and shall be compensated for the holiday as such.
- 12.3 Employees will be permitted their choice of vacation time on a seniority basis. If it can do so without interfering with the work in progress, Company shall permit vacation at any time during the calendar year. (Amended 1/1/88)
- 12.4 An employee may forego his vacation in one (1) year and add it to his vacation in the next following year, provided the employee notifies the Stockton office in writing and the Company gives its approval thereto. In no event shall an employee defer his vacation longer than one (1) year, or be permitted to take more than the total of two (2) vacation periods in any one calendar year, or take a vacation in advance of the year in which it is due. If an employee defers his vacation under the provisions of this Section, he shall take it at the convenience of the Company and at such time as not to interfere with the regular vacation schedules of other employees. (Amended 1/1/99)